

EXHIBIT A

Code Name: "NYPE 93"

Recommended by:

The Baltic and International Maritime Council (BIMCO)

The Federation of National Association of

Ship Brokers and Agents (FONASBA)

TIME CHARTER

New York Produce Exchange Form

*Issued by the Association of Ship Brokers and Agents (U.S.A.), Inc*November 6th, 1913 - Amended October 20th, 1921; August 6th, 1931; October 3th, 1946;
Revised June 12th, 1981; September 14th 1993.

THIS CHARTER PARTY, made and concluded in **LONDON** 1
 this **29th** day of **August** **19** **2007** 2

Between **Padre Shipping Inc, Liberia** 3

..... 4
Owners of the Vessel described below, and **YONG HE SHIPPING OF HONG KONG** 5
 6
Charterers 7
 8

Description of Vessel 9

Name **M/V "PADRE" ex El Tango** Flag **Liberian** Built . **October, 1983** (year). 10
 Port and number of Registry **Monrovia 10823** 11
 Classed **C.C.S.** in 12
 Deadweight **34,700.1** long*/metric* tons (cargo and bunkers, including freshwater and 13
 stores not exceeding long*/metric* tons) on a salt water draft of **11.175 mtrs** 14
 on summer freeboard. 15
 Capacity **1,639,267(INCL TST)-1,530,188(W/O TST)** cubic feet grain **1,440,370** cubic feet bale space. 16
 Tonnage **20616** GT/GRT. 17
 Speed about **12.0** knots, fully laden, in good weather conditions up to and including maximum 18
 Force on the Beaufort wind scale, on a consumption of about long*/metric* 19
 tons of **27 LT IFO 180 CST + 2.8 LT MGO in port gear idle/working 2.8 LT MGO / 3.8 LT MGO - Vessel runs** 20
 on MGO during manouvering.

* Delete as appropriate. 21
 For further description see Appendix 'A' (if applicable) 22

1. Duration 23

The Owners agree to let and the Charterers agree to hire the Vessel from the time of delivery for a period 24
 of **one time charter trip with duration of about 65 days without guarantee via China main ports to East/ Central** 25
Med ports Charterers' option via safe berths safe ports and/or anchorages in/out geographical rotation always
afloat always accessible always within Institute Warranty limits sub Owners trading exclusion.
 26
 27
 within below mentioned trading limits. 28

2. Delivery 29

The Vessel shall be placed at the disposal of the Charterers at **dropping outward pilot Chengxi Shipyard, any** 30
time day or night, Fridays and Holidays included
 31
 32
 The Vessel on her delivery 33
 shall be ready to receive cargo with clean - swept holds and tight, staunch, strong and in every way fitted 34

for container ordinary cargo service only, having water ballast and with sufficient power to operate all cargo — 35
handling gear 36
simultaneously. 36

The Owners shall give the Charterers not less than days notice of expected date of 37
Delivery. 38

3. On-Off Hire Survey 39

Prior to delivery and redelivery the parties shall, unless otherwise agreed, each appoint surveyors, for their 40
respective accounts, who shall not later than at first loading port/last discharging port respectively, conduct 41
joint on-hire/off-hire surveys, for the purpose of ascertaining quantity of bunkers on board and the condition 42
of the Vessel. A single report shall be prepared on each occasion and signed by each surveyor, without 43
prejudice to his right to file a separate report setting forth items upon which the surveyors cannot agree. 44
If either party fails to have a representative attend the survey and sign the joint survey report, such party 45
shall nevertheless be bound for all purposes by the findings in any report prepared by the other party. 46
On-hire survey shall be on Charterers' time and off-hire survey on Owners' time. On and off-hire bunker surveys shall 47
be held jointly between Charterers and Owners by one single surveyor to be mutually agreed. On-hire survey to
be held in Owners time at first loading port if charterers' operations are interrupted. Off-hire survey to be held
in Charterers time at last discharging port before redelivery, expenses for on/off-hire survey to be equally shared
between Owners and Charterers.

4. Dangerous Cargo/Cargo Exclusions 48

(a) The Vessel shall be employed in carrying lawful merchandise excluding any goods of a dangerous, 49
injurious, flammable or corrosive nature unless carried in accordance with the requirements or 50
recommendations of the competent authorities of the country of the Vessel's registry and of ports of 51
shipment and discharge and of any intermediate countries or ports through whose waters the Vessel must 52
pass. Without prejudice to the generality of the foregoing, in addition the following are specifically 53
excluded: livestock of any description, arms, ammunition, explosives, nuclear and radioactive materials, 54
.....(see Clause 74)..... 55

(b) If IMO-classified cargo is agreed to be carried, the amount of such cargo shall be limited to 65
Nil..... tons and the Charterers shall provide the Master with any evidence he may 66
reasonably require to show that the cargo is packaged, labelled, loaded and stowed in accordance with IMO 67
regulations, failing which the Master is entitled to refuse such cargo or, if already loaded, to unload it at 68
the Charterers' risk and expense. 69

5. Trading Limits 70

The Vessel shall be employed in such lawful trades between safe ports and safe places 71
within Owner trading limits Red Sea/East Africa down to CT/Indian Ocean/Persian Gulf/Far East excluding 72
Iraq, Bangladesh, Calcutta, North Korea, CIS Pacific, Australia, New Zealand, Somalia, Eritrea, Israel,
Continent permitted excluding Scandinavia (Denmark/Finland/Norway/Sweden) and Iceland. Full Mediterranean
permitted excluding Israel/Syria/Turkish-occupied Cyprus,
Black Sea permitted excluding Georgia.
Vessel is allowed to call in South Atlantic without calling a port for loading and/or discharging (Charterers meant
that vessel is allowed to load in East/South Africa for Europe via Cape). Under this charter party the vessel is
allowed to load only homogeneous bulk or bagged cargoes, steels, generals without any fire risk via China main
ports to East/ Central Med ports.

..... excluding 73
..... 74
..... 75
..... as the Charterers shall direct. 76

6. Owners to Provide

The Owners shall provide and pay for the insurance of the Vessel, except as otherwise provided, and for all provisions, cabin, deck, engine-room and other necessary stores, including boiler water, fresh water and lube oil; shall pay for wages, consular shipping and discharging fees of the crew and charges for port services pertaining to the crew; shall maintain the Vessel's class and keep her in a thoroughly efficient state in hull, machinery and equipment for and during the service, and have a full complement of officers and crew.

7. Charterers to Provide

The Charterers, while the Vessel is on hire, shall provide and pay for all the bunkers except as otherwise agreed; shall pay for port charges (including compulsory customary or ISPS watchmen guards etc ordered by any authority and cargo watchmen and compulsory garbage disposal), all communication expenses pertaining to the Charterers' business at cost, pilotages at Master's discretion, canal dues and boatage on Charterers business, Bosphorus/Dardanelles, towages, agencies, commissions, consular charges (except those pertaining to individual crew members or flag of the Vessel), and all other expenses except those stated in Clause 6, but when the Vessel puts into a port for causes for which the Vessel is responsible (other than by stress of weather), then all such charges incurred shall be paid by the Owners. Fumigations ordered because of illness of the crew shall be for Owners' account. Fumigations ordered because of cargoes carried Or cargo stowing/protecting materials or ports visited while the Vessel is employed under this Charter Party shall be for the Charterers' account. All other fumigations shall be for the Charterers' account after the Vessel has been on charter for a continuous period of six months or more.

The Charterers shall provide and pay for necessary dunnage, lashing materials etc and also any extra fittings requisite for a special trade or unusual cargo, but the Owners shall allow them the use of any dunnage already aboard the Vessel. Prior to redelivery the Charterers shall remove their dunnage and fittings at their cost and in their time.

8. Performance of Voyages

(a) The Master shall perform the voyages with due despatch, and shall render all customary assistance with the Vessels' crew. The Master shall be conversant with the English language and (although Appointed by the Owners) shall be under the orders and directions of the Charterers as regards employment and agency; but always according to Charter Party terms and the Charterers shall perform all cargo handling, including but not limited to loading, stowing, trimming, lashing, securing, dunnaging, unlashings, discharging, and tallying, at their risk and expense, under the supervision of the Master.

(b) If the Charterers shall have reasonable cause to be dissatisfied with the conduct of the Master or officers, the Owners shall, on receiving particulars of the complaint, investigate the same, and, if necessary, make a change in the appointments.

9. Bunkers

(See Clause 81)

~~(a) The Charterers on delivery, and the Owners on redelivery, shall take over and pay for all fuel and diesel oil remaining on board the Vessel as hereunder. The Vessel shall be delivered with: long*/metric* tons of fuel oil at the price of per ton; tons of diesel oil at the price of per ton. The Vessel shall be redelivered with: tons of fuel oil at the price of per ton; tons of diesel oil at the price of per ton.~~

~~* Same tons apply throughout this clause.~~

(b) The Charterers shall supply bunkers of a quality suitable for burning in the Vessel's engines and auxiliaries and which conform to the specification(s) as set out in Appendix A. Clause 81

The Owners reserve their right to make a claim against the Charterers for any damage to the main engines or the auxiliaries caused by the use of unsuitable fuels or fuels not complying with the agreed specification(s) only if same is duly proven with supporting documents. Additionally, if bunker fuels supplied do not conform with the mutually agreed specification(s) or otherwise prove unsuitable for burning in the Vessel's engines or auxiliaries, the Owners

shall not be held responsible for any reduction in the Vessel's speed performance and/or increased bunker consumption, nor for any time lost and any other consequences.

10. Rate of Hire/Redelivery Areas and Notices

The Charterers shall pay for the use and hire of the said Vessel at the rate of \$ 36,000 daily including over time payable every 15 days in advance to Owners nominated bank account.

~~U.S. currency, daily, or \$ U.S. currency per ton on the Vessel's total deadweight carrying capacity, including bunkers and stores, on summer freeboard, per 30 days,~~
commencing on and from the day of her delivery, as aforesaid, and at and after the same rate for any part of a day month; hire shall continue until the hour of the day of her redelivery in like good order and condition,
ordinary wear and tear excepted, to the Owners (unless Vessel lost) at dropping last outward sea pilot Central Med or West Med port Charterers' option any time day night Fridays holidays included.
.....
..... unless otherwise mutually agreed.

The Charterers shall give the Owners not less than 15/10/7/5 approximate notice of probable port and date of redelivery with 4/3/2/1 days definite notice of the Vessel's expected date and probable definite port or redelivery.

For the purpose of hire calculations, the times of delivery, redelivery or termination of charter shall be adjusted to GMT.

11. Hire Payment

(a) Payment

Payment of Hire shall be made so as to be received by the Owners or their designated payee on delivery in

.....(see Clause 80 Owners Bank Details)....., viz

.....
..... in
..... currency, or in United States Currency, in funds, available to the Owners on the due date, 15 days in advance, and for the last month or part of same the approximate amount of hire, and should same not cover the actual time, hire shall be paid for the balance day by day as it becomes due, if so required by the Owners. Failing the punctual and regular payment of the hire, or on any fundamental breach whatsoever of this Charter Party, the Owners shall be at liberty to withdraw the Vessel from the service of the Charterers without prejudice to any claims they (the Owners) may otherwise have on Charterers.

At any time after the expiry of the grace period provided in Sub-clause 11 (b) hereunder and while the hire is outstanding, the Owners shall, without prejudice to the liberty to withdraw, be entitled to withhold the performance of any and all of their obligations hereunder and shall have no responsibility whatsoever for any consequences thereof, in respect of which the Charterers hereby indemnify the Owners, and hire shall continue to accrue and any extra expenses resulting from such withholding shall be for the Charterers' account.

(b) Grace Period

Where there is failure to make punctual and regular payment of hire due to oversight, negligence, errors or omissions on the part of the Charterers or their bankers, the Charterers shall be given by the Owners3 (three) clear banking days (as recognised at the agreed place of payment) written notice to rectify the failure, and when so rectified within those3 (three) days following the Owners' notice, the payment shall stand as regular and punctual.

Failure by the Charterers to pay the hire within ... 3 (three) days of their receiving the Owners' notice as provided herein, shall entitle the Owners to withdraw as set forth in Sub-clause 11 (a) above.

(c) Last Hire Payment

Should the Vessel be on her voyage towards port of redelivery at the time the last and/or the penultimate

payment of hire is/are due, said payments(s) is/are to be made for such length of time as the Owners and the Charterers may agree upon as being the estimated time necessary to complete the voyage, and taking into account bunkers actually on board, to be taken over by the Owners and estimated disbursements for the Owners' account before redelivery. Should same not cover the actual time, hire is to be paid for the balance, day by day, as it becomes due. Deductions from hire without owners approval is not permitted and same will constitute breach of contract. When the Vessel has been redelivered, any difference is to be refunded by the Owners or paid by the Charterers, as the case may be.

(d) Cash Advances

Cash for the Vessel's ordinary disbursements at any port may be advanced by the Charterers, as required by the Owners, subject to 2 1/2 percent commission only and such advances shall be deducted from the hire. The Charterers, however, shall in no way be responsible for the application of such advances.

12. Berths

The Vessel shall be loaded and discharged in any safe dock or at any safe berth or safe place that Charterers or their agents may direct, provided the Vessel can safely enter, lie and depart always afloat at any time of tide.

13. Spaces Available

(a) The whole reach of the Vessel's holds, deck, and other cargo spaces (not more than she can reasonably and safely stow and carry), also accommodations for supercargo, if carried, shall be at the Charterers' disposal, reserving only proper and sufficient space for the Vessel's officers, crew, tackle, apparel, furniture, provisions, stores and fuel.

(b) In the event of uncontainerized deck cargo being carried, the Owners are to be and are hereby indemnified by the Charterers for any loss and/or damage and/or liability of whatsoever nature caused to the Vessel and the cargoes as a result of the carriage of deck cargo and which would not have arisen had deck cargo not been loaded.

14. Supercargo and Meals

The Charterers are entitled to appoint a supercargo, who shall accompany the Vessel at the Charterers' risk sign Owners LOI and see that voyages are performed with due despatch. He is to be furnished with free accommodation and same fare as provided for the Master's table, the Charterers paying at the rate of

USD 10.00..... per day. The Owners shall victual pilots and customs officers, and also, when authorised by the Charterers or their agents, shall victual tally clerks, stevedore's foreman, etc., Charterers paying USD 1500 lumpsum per month pro rata for cable, entertainment, victualling.

15. Sailing Orders and Logs

The Charterers shall furnish the Master ~~regularly time to time~~ with all requisite instructions and sailing Directions always according C/P, in writing, in the English language, and the Master shall keep full and correct deck and engine logs of the voyage or voyages, which are to be patent to the Charterers or their agents, and furnish the Charterers, their agents or supercargo, when after redelivery if required, with a true copy of such deck and engine logs, showing the course of the Vessel, distance run and the consumption of bunkers. Any log extracts required by the Charterers shall be in the English language.

16. Delivery/Cancelling

If required by the Charterers, time shall not commence before3rd September, 2007..... and should the Vessel not be ready for delivery on or before25th September, 2007 24:00 LT but not later than hours the Charterers shall have the option of cancelling this Charter Party.

Extension of Cancelling

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If the Owners warrant that, despite the exercise of due diligence by them, the Vessel will not be ready for delivery by the cancelling date, and provided the Owners are able to state with reasonable certainty the date on which the Vessel will be ready, they may, at the earliest seven days before the Vessel is expected to sail for the port or place of delivery, require the Charterers to declare whether or not they will cancel the Charter Party. Should the Charterers elect not to cancel, or should they fail to reply within two days or by the cancelling date, whichever shall first occur, then the seventh day after the expected date of readiness for delivery as notified by the Owners shall replace the original cancelling date. Should the Vessel be further delayed, the Owners shall be entitled to require further declarations of the Charterers in accordance with this Clause.

17. Off Hire

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In the event of loss of time from deficiency and/or default and/or strike of officers or crew, or deficiency of stores, fire, breakdown of, or damages to hull, machinery or equipment (except the charterers' supplied equipment), grounding, detention by the arrest of the Vessel, (unless such arrest is caused by events for which the Charterers, their servants, agents or subcontractors are responsible), or detention by average accidents to the Vessel or cargo unless resulting from inherent vice, quality or defect of the cargo, drydocking for the purpose of examination or painting bottom, or by any other similar cause preventing the full working of the Vessel, the payment of hire and overtime, if any, shall cease for the time thereby lost. Should the Vessel deviate or put back during a voyage, contrary to the orders or directions of the Charterers, for any reason other than accident to the cargo or where permitted on lines 257 to 258 hereunder, the hire is to be suspended from the time of her deviating or putting back until she is again in the same or equidistant position from the destination and the voyage resumed therefrom. All bunkers used by the Vessel while off hire shall be for the Owners' account. In the event of the Vessel being driven into port or to anchorage through stress of weather, trading to shallow harbors or to rivers or ports with bars, any detention of the Vessel and/or expenses resulting from such detention shall be for the Charterers' account. If upon the voyage the speed be reduced by defect in, or breakdown of, any part of her hull, machinery or equipment except bunker quality the time so lost, and the cost of any extra bunkers consumed in consequence thereof, and all extra direct and proven expenses may be deducted from the hire. It is agreed that whilst off-hire the owners to keep Charterers advised every 24 hours of vessel's progress.

18. Sublet

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Unless otherwise agreed, the Charterers shall have the liberty to sublet the Vessel for all or any part of the time covered by this Charter Party, but the Charterers remain responsible for the fulfillment of this Charter Party and all sub-Charterers actions..

19. Drydocking

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The Vessel was last drydocked September 2007

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~~*(a) The Owners shall have the option to place the Vessel in drydock during the currency of this Charter at a convenient time and place to be mutually agreed upon between the Owners and the Charterers for bottom cleaning and painting and or repair as required by class or dictated by circumstances~~

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*(b) Except in case of emergency no drydocking shall take place during the currency of this Charter Party.

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* Delete as appropriate

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20. Total Loss

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Should the Vessel be lost, money paid in advance and not earned (reckoning from the date of loss or being last heard of) shall be returned to the Charterers at once.

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21. Exceptions

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The act of God, enemies, fire, restraint of princes, rulers and people, and all dangers and accidents of the seas, rivers, machinery, boilers, and navigation, and errors of navigation throughout this Charter, always mutually excepted.

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22. <u>Liberties</u>	256
The Vessel shall have the liberty to sail with or without pilots, to tow and to be towed, to assist vessels in distress, and to deviate for the purpose of saving life and property.	257 258
23. <u>Lien</u>	259
The Owners shall have a lien upon all cargoes and all sub-freights and/or sub-hire irrespective of B/Ls for any amounts due under this Charter Party, including general average contributions, and the Charterers shall have a lien on the Vessel for all monies paid in advance and not earned, and any overpaid hire or excess deposit to be returned at once.	260 261 262 263
The Charterers will not directly or indirectly suffer, nor permit to be continued, any lien or encumbrance, which might have priority over the title and interest of the Owners in the Vessel. The Charterers undertake that during the period of this Charter Party, they will not procure any supplies or necessities or services, including any port expenses and bunkers, on the credit of the Owners or in the Owners' time.	264 265 266 267
24. <u>Salvage</u>	268
All derelicts and salvage shall be for the Owners' and the Charterers' equal benefit after deducting Owners' and Charterers' expenses and crew's proportion.	269 270
25. <u>General Average</u>	271
General average shall be adjusted according to York-Antwerp Rules 1974, as amended 1990, or any subsequent modification thereof, inLondon..... and settled in US Dollars..... currency.	272 273 274
The Charterers shall procure that all bills of lading issued during the currency of the Charter Party will contain a provision to the effect that general average shall be adjusted according to York-Antwerp Rules 1974, as amended 1990, or any subsequent modification thereof and will include the "New Jason Clause" as per Clause 31.	275 276 277 278
Time charter hire shall not contribute to general average.	279
26. <u>Navigation</u>	280
Nothing herein stated is to be construed as a demise of the Vessel to the Time Charterers. The Owners shall remain responsible for the navigation of the Vessel, acts of pilots and tug boats, insurance, crew, and all other matters, same as when trading for their own account.	281 282 283
27. <u>Cargo Claims</u>	284
Cargo claims as between the Owners and the Charterers shall be settled in accordance with the Inter-Club New York Produce Exchange Agreement of February 1970, as amended May, 1984, or any subsequent Modification or replacement thereof.	285 286 287
28. <u>Cargo Gear and Lights</u>	288
The Owners shall maintain the cargo handling gear of the Vessel which is as follows: ..SEE VESSEL'S DESCRIPTION	289 290
.....	291
.....	292
providing gear (for all derricks or cranes) capable of lifting capacity as described. The Owners shall also provide on the Vessel for night work lights as on board, but all additional lights over those on board shall be at Charterers' expense. The Charterers shall have the use of any gear on board the Vessel. If required by the Charterers, the Vessel shall work night and day and all cargo handling gear shall be at the Charterers' disposal during loading and discharging. In the event of disabled cargo handling gear, or insufficient power to operate the same, the Vessel is to be considered to be off hire pro rata to the extent that time is actually lost to the Charterers and the Owners to pay stevedore stand-by charges occasioned thereby, first shift only, unless such disablement or insufficiency of power is caused by the Charterers' stevedores. If required by the Charterers, the Owners shall bear the cost of hiring shore gear in lieu thereof, in which	293 294 295 296 297 298 299 300 301

case the Vessel shall remain on hire. This cost to be approved by owners such approval not to be unreasonably withheld. If air temperature is above 40 C, then vessel's cranes to be stopped as frequently as required by the vessel for 2 hours for cooling and continue thereafter. This stoppage is for safety reasons thus not to count as off hire.

29. Crew Overtime

~~In lieu of any overtime payments to officers and crew for work ordered by the Charterers or their agents, the Charterers shall pay the Owners, concurrently with the hire, per month or pro rata.~~

30. Bills of Lading

(a) The Master shall sign the bills of lading ~~or waybills~~ for cargo as presented in conformity with mates or tally clerk's receipts. However, the Charterers may sign bills of lading or waybills on behalf of the Master, with the ~~Owner's~~ Master's prior written authority, always in strict conformity with mates ~~or tally clerk's~~ receipts. Master will authorize in writing Charterers or their agents to sign on his behalf Bill(s) of Lading in strict conformity with Mate's receipt.

(b) All bills of lading ~~or waybills~~ shall be without prejudice to this Charter Party and the Charterers shall indemnify the Owners against all consequences or liabilities which may arise from any inconsistency between this Charter Party and any bills of lading ~~or waybills~~ signed by the Charterers or by the Master at their request.

(c) Bills of lading covering deck cargo shall be claused: "Shipped on deck at Charterers', Shippers' and Receivers' risk, expense and responsibility, without liability on the part of the Vessel, or her Owners for any loss, damage, expense or delay howsoever caused."

31. Protective Clauses

This Charter Party is subject to the following clauses all of which are also to be included in all bills of lading ~~or waybills~~ issued hereunder:

(a) CLAUSE PARAMOUNT

"This bill of lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, the Hague Rules, or the Hauge-Visby Rules, as applicable, or such other similar national legislation as may mandatorily apply by virtue of origin or destination of the bills of lading, which shall be deemed to be incorporated herein and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said applicable Act. If any term of this bill of lading be repugnant to said applicable Act to any extent, such term shall be void to that extent, but no further."

And

(b) BOTH-TO-BLAME COLLISION CLAUSE

"If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify the carrier against all loss or liability to the other or non-carrying ship or her owners insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners said goods, paid or payable by the other or non-carrying ship or her owners to the owners of said goods and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or carrier."

The foregoing provisions shall also apply where the owners, operators or those in charge of any ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect to a collision or contact."

And

(c) NEW JASON CLAUSE

"In the event of accident, danger, damage or disaster before or after the commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequences of which, the carrier is not responsible, by statute, contract, or otherwise, the goods,

shippers, consignees, or owners of the goods shall contribute with the carrier in general average to the payment of any sacrifices, losses, or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods.

If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully as if salving ship or ships belonged to strangers. Such deposit as the carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or owners of the goods to the carrier before delivery."

And

(d) U.S. TRADE - DRUG CLAUSE

"In pursuance of the provisions of the U.S. Anti Drug Abuse Act 1986 or any re-enactment thereof, the Charterers warrant to exercise the highest degree of care and diligence in preventing unmanifested narcotic drugs and marijuana to be loaded or concealed on board the Vessel.

Non-compliance with the provisions of this clause shall amount to breach of warranty for consequences of which the Charterers shall be liable and shall hold the Owners, the Master and the crew of the Vessel harmless and shall keep them indemnified against all claims whatsoever which may arise and be made against them individually or jointly. Furthermore, all time lost and all expenses incurred, including fines, as a result of the Charterers' breach of the provisions of this clause shall be for the Charterer's account and the Vessel shall remain on hire.

Should the Vessel be arrested as a result of the Charterers' non-compliance with the provisions of this clause, the Charterers shall at their expense take all reasonable steps to secure that within a reasonable time the Vessel is released and at their expense put up the bails to secure release of the Vessel.

The Owners shall remain responsible for all time lost and all expenses incurred, including fines, in the event that unmanifested narcotic drugs and marijuana are found in the possession or effects of the Vessel's personnel."

And

(e) WAR CLAUSES(BIMCO CONWARTIME 93 CLAUSE TO BE FULLY INCORPORATED IN THIS C/P)

"(i) No contraband of war shall be shipped. The Vessel shall not be required, without the consent of the Owners, which shall not be unreasonably withheld, to enter any port or zone which is involved in a state of war, warlike operations, or hostilities, civil strife, insurrection or piracy whether there be a declaration of war or not, where the Vessel, cargo or crew might reasonably be expected to be subject to capture, seizure or arrest, or to a hostile act by a belligerent power (the term "power" meaning any de jure or de facto authority or any purported governmental organisation maintaining naval, military or air forces).

(ii) If such consent is given by the Owners, the Charterers will pay the provable additional cost of insuring the Vessel against hull war risks in an amount equal to the value under her ordinary hull policy but not exceeding a valuation of In addition, the Owners may purchase and the Charterers will pay for war risk insurance on ancillary risks such as loss of hire, freight disbursements, total loss, blocking and trapping, etc. If such insurance is not obtainable commercially or through a Government program, the Vessel shall not be required to enter or remain at any such port or zone.

(iii) In the event of the existence of the conditions described in (i) subsequent to the date of this Charter, or while the Vessel is on hire under this Charter, the Charterers shall, in respect of voyages to any such port or zone assume the provable additional cost of wages and insurance properly incurred in connection with master, officers and crew as a consequence of such war, warlike operations or hostilities.

(iv) Any war bonus to officers and crew due to the Vessel's trading or cargo carried shall be for the Charterers' account."

32. War Cancellation

In the event of the outbreak of war (whether there be a declaration of war or not) between any two or more of the following countries: countries which are members of NATO, Commonwealth of Independent States , People Republic of China , and the country/countries to/from, which Charterers are planning to trade,

.....
either the Owners or the Charterers may cancel this Charter Party. Whereupon, the Charterers shall redeliver the Vessel to the Owners in accordance with Clause 10; if she has cargo on board, after

discharge thereof at destination, or, if debarred under this Clause from reaching or entering it, at a near open and safe port as directed by the Owners; or, if she has no cargo on board, at the port at which she then is; or, if at sea, at a near open and safe port as directed by the Owners. In all cases hire shall continue to be paid in accordance with Clause 11 and except as aforesaid all other provisions of this Charter Party shall apply until redelivery.

33. Ice

The Vessel shall not be required to enter or remain in any icebound port or area, nor any port or area where lights or lightships have been or are about to be withdrawn by reason of ice or otherwise, nor where there is risk that in the ordinary course of things the Vessel will not be able on account of ice or otherwise to safely enter and remain in the port or area or to get out after having completed loading or discharging. Subject to the Owners' prior approval the Vessel is to follow ice-breakers when reasonably required with regard to her size, construction and ice class.

34. Requisition

Should the Vessel be requisitioned by the government of the Vessel's flag during the period of this Charter Party, the Vessel shall be deemed to be off hire during the period of such requisition, and any hire paid by the said government in respect of such requisition period shall be retained by the Owners. The period during which the Vessel is on requisition to the said government shall count as part of the period provided for in this Charter Party.

If the period of requisition exceeds one..... months, either party shall have the option of cancelling this Charter Party and no consequential claim may be made by either party.

35. Stevedore Damage

~~Notwithstanding anything contained herein to the contrary, the Charterers shall pay for any and all damage to the Vessel caused by stevedores provided the Master has notified the Charterers and/or their agents in writing as soon as practical but not later than 48 hours after any damage is discovered. Such notice to specify the damage in detail and to invite Charterers to appoint a surveyor to assess the extent of such damage. Hidden damages to be reported no later than re-delivery.~~

~~(a) In case of any and all damage(s) affecting the Vessel's class and/or seaworthiness and/or the safety of the crew and/or affecting the trading capabilities of the Vessel, the Charterers shall immediately arrange for repairs of such damage(s) at their expense and the Vessel is to remain on hire until such repairs are completed and if required passed by the Vessel's classification society.~~

~~(b) Any and all damage(s) not described under point (a) above shall be repaired at the Charterers' option, before or after redelivery concurrently with the Owners' work. In such case no hire and/or expenses will be paid to the Owners except and insofar as the time and/or the expenses required for the repairs for which the Charterers are responsible, exceed the time and/or expenses necessary to carry out the Owners' work.~~

~~(c) Lashing and securings: "The Master shall each month, but not later than on the completion of each round voyage, notify the Charterers and their agents in writing about any missing or damaged lashing and securing equipment by stevedores and Charterers to indemnify/compensate Owners or replace same at their cost"~~
(PLEASE SEE RIDER CLAUSE 119)

36. Cleaning of Holds

The Charterers shall provide and pay extra for sweeping and/or washing and/or cleaning of holds between voyages and/or between cargoes provided such work can be undertaken by the crew and is permitted by local regulations, at the rate of per hold. Debris, cargo residues, dirty water etc must be removed by Charterers at their time expense and according to International regulations.

In connection with any such operation, the Owners shall not be responsible if the Vessel's hold are not accepted or passed by the port or any other authority in the event un-containerized cargo is loaded. The Charterers shall have the option to re-deliver the Vessel with unclean/unswept holds against a lumpsum payment of USD 4,250..... in lieu of cleaning. Excluding all dunnage/lashing debris removal/disposal.

37. Taxes

Charterers to pay all local, State, National taxes and/or dues assessed on the Vessel or the Owners 441
 resulting from the Charterers' orders herein, whether assessed during or after the currency of this Charter 442
 Party including any taxes and/or dues on cargo and/or freights and/or sub-freights and/or hire (excluding 443
 taxes levied by the country of the flag of the Vessel or the Owners), 444

38. Charterers' Colors

445

The Charterers shall have the privilege of flying their own house flag and painting the Vessel with their 446
 own markings. The Vessel shall be repainted in the Owners' colors before termination of the Charter 447
 Party. Cost and time of painting, maintaining and repainting those changes effected by the Charterers 448
 shall be for the Charterers' account. Charterers have the option at their time and expenses using Charterers logo on 449
 vessel's hull and/or funnel. Same to be removed prior redelivery.

39. Laid Up Returns

450

The Charterers shall have the benefit of any return insurance premium receivable by the Owners from their 451
 underwriters as and when received from underwriters by reason of the Vessel being in port for a minimum 452
 period of 30 days if on full hire for this period or pro rata for the time actually on hire. 453

40. Documentation

454

The Owners shall provide any *international* documentation relating to the Vessel that may be required 455
 to permit the
 Vessel to trade within the agreed trade limits, including, but not limited to certificates of financial 456
 responsibility for oil pollution, provided such oil pollution certificates are obtainable from the Owners' 457
 P & I club, valid international tonnage certificate, Suez and Panama tonnage certificates, valid certificate 458
 of registry and certificates relating to the strength and/or serviceability of the Vessel's gear. 459

41. Stowaways

460

(a) (i) The Charterers warrant to exercise due care and diligence in preventing stowaways in gaining 461
 access to the Vessel by means of secreting away in the goods and/or containers shipped by the 462
 Charterers. 463

(ii) If, despite the exercise of due care and diligence by the Charterers, stowaways have gained 464
 access to the Vessel by means of secreting away in the goods and/or containers shipped by the 465
 Charterers, this shall amount to breach of charter for the consequences of which the Charterers 466
 shall be liable and shall hold the Owners harmless and shall keep them indemnified against all 467
 claims whatsoever which may arise and be made against them. Furthermore, all time lost and all 468
 expenses whatsoever and howsoever incurred, including fines, shall be for the Charterers' account 469
 And the Vessel shall remain on hire. 470

(iii) Should the Vessel be arrested as a result of the Charterers' breach of charter according to 471
 Sub-clause (a)(ii) above, the Charterers shall take all reasonable steps to secure that, within 472
 a reasonable time, the Vessel is released and at their expense put up bail to secure release of the 473
 Vessel. 474

(b) (i) If, despite the exercise of due care and diligence by the Owners, stowaways have gained 475
 access to the Vessel by means other than secreting away in the goods and/or containers shipped 476
 by the Charterers, all time lost and all expenses whatsoever and howsoever incurred, including 477
 fines, shall be for Owners' account and the Vessel shall be off hire. 478

(ii) Should the Vessel be arrested as a result of stowaways having gained access to the Vessel 479
 by means other than secreting away in the goods and/or containers shipped by the Charterers, 480
 the Owners shall take all reasonable steps to secure that, within a reasonable time, the Vessel 481
 is released and at their expense put up bail to secure release of the Vessel. 482

42. Smuggling

483

In the event of smuggling by the Master, Officers and/or crew, the Owners shall bear the cost of any 484
 fines, taxes, or imposts levied and the Vessel shall be off hire for any time lost as a result thereof. Any delay, expenses 485
 and/fines incurred on account of smuggling to be for charterers account if caused by charterers supercargo and/or
 their staff or agents.

43. <u>Commissions</u>	486
A commission of ..1.25..... percent is payable by the Vessel and the Owners to GLOBAL OCEANIC CHARTERING LTD., Greece	487
.....	488
.....	489
.....	490
on hire earned and paid under this Charter, and also upon any continuation or extension of this Charter.	491
44. <u>Address Commission</u>	492
An address commission of2.5..... percent is payable to Charterers	493
.....	494
.....	495
..... on hire earned and paid under this Charter.	496
45. <u>Arbitration</u>	497
(a) — <u>NEW YORK</u>	498
All disputes arising out of this contract shall be arbitrated at New York in the following manner, and subject to U.S. Law:	499
.....	500
One Arbitrator is to be appointed by each of the parties hereto and a third by the two so chosen. Their decision or that of any two of them shall be final, and for the purpose of enforcing any award, this agreement may be made a rule of the court. The Arbitrators shall be commercial men, conversant with shipping matters. Such Arbitration is to be conducted in accordance with the rules of the Society of Maritime Arbitrators Inc.	501
.....	502
.....	503
.....	504
.....	505
For disputes where the total amount claimed by either party does not exceed US \$ **	506
the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Marine Arbitrators Inc.	507
.....	508
(b) <u>LONDON</u>	509
All disputes arising out of this contract shall be arbitrated at London and, unless the parties agree forthwith on a single Arbitrator, be referred to the final arbitrament of two Arbitrators carrying on business in London who shall be members of the Baltic Merchantile & Shipping Exchange and engaged in Shipping, one to be appointed by each of the parties, with the power to such Arbitrators to appoint an Umpire. No award shall be questioned or invalidated on the ground that any of the Arbitrators is not qualified as above, unless objection to his action be taken before the award is made. Any dispute arising hereunder shall be governed by English Law.	510
.....	511
.....	512
.....	513
.....	514
.....	515
.....	516
For disputes where the total amount claimed by either party does not exceed US \$USD 25,000..... **	517
the arbitration shall be conducted in accordance with the Small Claims Procedure of the London Maritime Arbitrators Association.	518
.....	519
* Delete para (a) or (b) as appropriate	520
** Where no figure is supplied in the blank space this provision only shall be void but the other provisions of this clause shall have full force and remain in effect.	521
.....	522
If mutually agreed, clauses46..... to119....., both inclusive, as attached hereto are fully incorporated in this Charter Party.	523
.....	524

APPENDIX "A"

To Charter Party dated	525
Between	526
and Owners	527
..... Charterers	528
Further details of the Vessel:	529
	530

THE OWNERS

THE CHARTERERS

**RIDER CLAUSES TO CHARTER PARTY
M.V. "PADRE" EX EL TANGO/YONG HE SHIPPING
DATED 29 AUGUST, 2007**

"APPENDIX A"

M/V PADRE EX EL TANGO

BULK CARRIER - STRENGTHENED FOR HEAVY CGOES

34,700.1 MTS DWAT ON 11.175 MTRS (36' 08")
LIBERIAN FLAG - BUILT SPAIN OCTOBER 1983
CLASSED HIGHEST C.C.S.
GRAIN : 1,639,267(INCL TST)-1,530,188(W/O TST)
BALE : 1,440,370
GRT/NRT : 20616/12661 - SUEZ GRT/NRT : 21500/18415 LAST TRANSIT
LOA/BEAM 197.60/24.20 MTRS - DEPTH MOULDED 15.20 MTRS
5HO/5HA
4X25T - CRANES REACH 4-22 MTRS MAX EXTREME BEAM 9.9MTRS -
MCGREGOR HACOVERS-SINGLE POOL
HADIM : 1=13.26X13.46 - 2/3/4/5=19.07X13.46 MTRS
CO2 FITTED FOR ENGINE ROOM AND HOLDS - ELVENT 6 A/C

SPEED ABT 12.0 KNTS ON ABT 27 LT IFO 180 CST + 2.8 LT MGO
IN PORT GEAR IDLE/WORKING 2.8 LT MGO / 3.8 LT MGO -
VSL RUNS ON MGO DURING MANOUEVERING

=== ALL DETS ABT + WOG ===

- HNM VALUE: USD 14 MIL + 3 MIL IV
PNI CLUB: THE AMERICAN CLUB

ISM CERTIFICATES - AS ALREADY SENT

OWNERS CONFIRM:

- = HULL INSURANCE IN FORCE AND ALL PREMIUM PAID UPTO DATE
- = VESSEL IS FREE OF ENCUMBRANCES
- = VSL HOLDING ALL VALID CERTIFICATES ONBOARD
SMC : DATE OF ISSUE / DATE OF EXPIRY : 04.09.2007 / 03.03.2008
DOC : DATE OF ISSUE / DATE OF EXPIRY : 20.06.2006 / 19.06.2011
- = VESSEL IS SINGLE DECKER BULK CARRIER
- = VESSEL FREE OF ANY CENTRELINE BULKHEADS OR BEAMS OR
PILLARS WHICH MAY CAUSE OBSTRUCTION TO VESSELS
LOADING/DISCHARGING
- = VESSEL HAS MINIMUM 25 MTS CRANES AND SUITABLE FOR GRAB OPERATIONS

**RIDER CLAUSES TO CHARTER PARTY
M.V. "PADRE" EX EL TANGO/YONG HE SHIPPING
DATED 29 AUGUST, 2007**

Please find here below Charterers' questionnaire duly filled in.
Also find attached requested certificates.

A) DWT,GRT,NRT, PANAMA N SUEZ GRT,NRT/LOA/BM/DRAFT/TPC
/CONSTANT EXCLUDING F.W.
DWAT : 34700 MT - 11,175MTRS
GRT : 20616
NRT : 12661
Panama Canal GRT/NRT: 21870/18080
Suez Canal GRT/NRT: 21500/18415 (LAST TRANSIT)
LOA : 197.60 MTRS
BEAM: 24.20 MTRS
TPC : 41.25
CONSTANTS EXCL FW : 360 MT

B) OWS,DISP OWS,CP OWRS FULL STYLE/BACK GROUND/OWNED
TNNG LIST PADRE SHIPPING INC - LIBERIA
C/O
INITIUM MARITIME CORP. (MANAGERS)
84 ETH. ANTISTASEOS, BUILDING A,
CHALANDRI, 152 31, ATHENS, GREECE
TEL.: 30.210. 6727925
FAX.: 30.210.6727926
E-MAIL: initium@initium.gr

NO DISPONENT OWNERS.

C) HOLDWISE GRAIN/BALE CAPA

HOLD	GRAIN	BALE
No.1	235,262	222,806
No.2	331,903	312,050
No.3	332,221	312,332
No.4	331,903	312,050
No.5	298,909	281,132
TOTAL	1,530,188	

1,440,370

Note: CRAIN CAPACITY EXLUDING TOPSIDE TANKS

D) ECO SPD/CONS IN BLSTG N LADEN CONDITN
AS PER TCT DESCRIPTION

E) MAX SPD/CONS IN BLSTG N LADEN CONDITN
AS PER TCT DESCRIPTION

F) PORT CONS BSS IDLE/8,24 HRS WORKG RESPECTIVELY
AS PER TCT DESCRIPTION

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G) BUNKER TANK CAPACITY BSS MT AND 100 PCT
 IFO : 1200 MT
 MGO : 170 MT

H) STRENGTH OF TANK TOP/DECK/H COVER

Strength on tanktop per sqm: 20MT/SQM -
 MAIN DECK: 2,80 MT/SQM
 M.DECK BETWEEN HATCHES: 2,00 MT/SQM
 Strength on Hatch Covers per sqm: 1,50 MT/SQM

1. H.COVER TYPE/HATCH SIZE
 Type of Hatch Covers: Mc GREGOR SINGLE PULL

NUMBER OF HATCHES: 5
 HATCH DIMENSIONS IN METERS (L x B)

No. 1	13.26	X	13.46
No. 2	19.07	X	13.46
No. 3	19.07	X	13.46
No. 4	19.07	X	13.46
No. 5	19.07	X	13.46

HOLD DIMENSION/HOLD BOTTOM SPACE DIMENSION

FLAT FLOOR MEASUREMENT OF CARGO HOLDS AT TANK TOP

HOLDS IN MTRS)	LENGTH	BREADTH	HEIGHT (ALL
No. 1	21.50	16.40AFT/10.80 FWD	14.60
No. 2	27.30	16.40	
14.60			
No. 3	27.30	16.40	
14.60			
No. 4	27.30	16.40	
14.60			
No. 5	25.70	11.50 AFT/16.40 FWD	14.60

VESSEL HAS HOPPERS

J) LOCATION OF PERMANENT STANCHION ON DECK.
 NO STANCHION ON DECK

K) LAST 3 CGOES N CALLING COUNTRIES
 CLINKER - INDIA/UAE
 STEEL PIPES - INDIA TO OMAN
 PETCOKE - INDIA TO UAE

**RIDER CLAUSES TO CHARTER PARTY
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**L) CRANE LOCATION N SWL CAPACITY
LOCATION**

- No.1 BETWEEN HOLDS No.1 & 2 (SERVING HO 1+2)
- No.2 BETWEEN HOLDS No.2 & 3 (SERVING HO 2+3)
- No.3 BETWEEN HOLDS No.3 & 4 (SERVING HO 3+4)
- No.4 BETWEEN HOLDS No.4 & 5 (SERVING HO 4+5)

SWL CAPACITY AS PER TCT DESCRIPTION

M) OWS CNFM VSL TB SDBC : CONFIRM

**N) OWS CNFM VSL SPD CONS GIVEN ON LADEN CONDITION
CONFIRM AS PER TCT DESCRIPTION**

**O) OWS CNFM VSL H.CVR NOT SIDE OPENING N NOT SIDE
ROLLING : CONFIRM**

FURTHERMORE:

A) ITINERARY UPTO DELY/CALL SIGN/INMARSAT NBR.

ITIN: ETA CHENGXI SHIPYARD 23 SEPT 2007 AGW/WP/UCAE

CALL SIGN :ELVB9

Vessel's Telex no.(s): INMARSAT C - 463661490 AND 463661590 PERS X

**B) HEAD OWNERS/ALL DISPONENT FULL STYLE & ADDRESS
PADRE SHIPPING INC - LIBERIA**

C/O

INITIUM MARITIME CORP. (MANAGERS)
84 ETH. ANTISTASEOS, BUILDING A,
CHALANDRI, 152 31, ATHENS, GREECE
TEL.: 30.210. 6727925
FAX.: 30.210.6727926
E-MAIL: initium@initium.gr

C) LAST DRY DOCK DATE/PLACE AUG.2007 - JIANGYIN /CHINA

D) LAST SPECIAL SURVEY DATE AUG.2007

**E) TECHNICAL MANAGER NAME AND HEAD OFFICE ADDRESS
MR. BOUKIS**

INITIUM MARITIME CORP. (MANAGERS)
84 ETH. ANTISTASEOS, BUILDING A,
CHALANDRI, 152 31, ATHENS, GREECE
TEL.: 30.210. 6727925
FAX.: 30.210.6727926
E-MAIL: initium@initium.gr

F) IMO NO. 8107555

**RIDER CLAUSES TO CHARTER PARTY
M.V. "PADRE" EX EL TANGO/YONG HE SHIPPING
DATED 29 AUGUST, 2007**

G) EX NAME EL TANGO EX TURQUOISE

H) FLAG LIBERIA

+++++++

Clause 46.
Delete

Clause 47. Oil Pollution

Charterers shall be under no responsibility for oil or other pollution damage, unless caused by Charterers or their agents or servants, or suppliers.

Clause 48. Panama/Suez Canal transit

Vessel is fully fitted for Panama/Suez Canal transit and is in possession of necessary certificate(s) on board.

Clause 49. Blacklist

Owners confirm to the best of their knowledge that neither this vessel nor any other vessel under their Ownership / Management / Control has ever called at an Israeli port, and will not call at any such port prior to or during the currency of this charter. Owners also warrant to the best of their knowledge that neither this vessel nor any other vessel under their Ownership/Management/Control is blacklisted by any Arab Countries.

Clause 50. Derat Certificates

Vessel to be delivered with valid deratisation or deratisation exemption certificate on board, and if this does not cover the whole period of this charter and renewal of certificate is necessary, cost of same to be for Owners' account, unless caused by cargoes carried under this Charter Party.

Clause 51. Quarantine

Normal quarantine time and expenses to enter the port to be for Charterers' account, but time to detention and expenses for quarantine due to pestilence, illness, etc., of Master officers and crew to be for Owners' account, unless caused by ports called or cargoes carried under this Charter Party. Time consumed and expenses for boarding of the vessel by customs and/or immigration and/or agriculture and/or health and/or port state control and/or any other competent authority and/or government body done upon arrival or otherwise at a port which time is always for Charterers account and the vessel shall remain on hire during such boarding and inspection and/or waiting for such inspections, unless only vessel's documents are found non-compliant and cargo operations are interrupted.

Clause 52. Vaccinations

Owners warrant that all officers and crew are having valid vaccination certificates and if all officers and crew are complying with vaccination and sanitary regulations in all ports of call and corresponding certificates are available on board any detention and/or fines resulting from not having there certificates on board to be for Owners account".

**RIDER CLAUSES TO CHARTER PARTY
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Clause 53 Cargo Stowage

Master to undertake best efforts to co-operate with Charterers for best stowage of cargo and Master to make best efforts to collect and provide any useful dunnage, lashings, etc., including pre-slings/wire slings all of which shall be supplied by Charterers.

Charterers to be fully and solely responsible for dunnage and cargo protecting material (wood, textiles, jute etc.) if the vessel is rejected at the discharging port/s. All above mentioned material to be according international regulations and dully sanitised and appropriately certified and stamped as per International Plant Protection Convention / International Standards Phytosanitary Majors 15. Furthermore, all time lost and all expenses incurred, including fines, as a result of Charterers breach of the provision of this clause, shall be for Charterers account and the vessel shall remain on hire. If bulk cargo loaded same to be trimmed as per Master's Instructions and same to be for Shippers/Charterers account.

Vessel has onboard multiload computer program which always to be followed.

Clause 54. Opening/Closing Hatches

Hire USD 36,000/- to include among others operations usually performed by the crew unless prohibited by shore regulations such as:

- opening and/or closing or hatches and/or attending mooring rope adjustments.
- docking/undocking/shifting/ballasting and bunkering.
- shape up hatches/holds as much as possible prior to arrival at loading and/or discharging port/docks/anchorage, so that loading and/or discharging operations can commence immediately, i.e. all such works as the crew should perform when trading for Owners' account, provided shore regulations permit.

Charterers' option to redeliver vessel with unclean holds paying USD 4,250/- lump-sum including all dunnage, lashing debris removal/disposal.

Intermediate holds cleaning if required by Charterers USD 600 per hold per cleaning.

Clause 55. Gangway watchman

Gangway watchmen and all other guards to be for Owners account if ordered by Owners, unless Gangway watchmen and guards are compulsory/customary or otherwise in which case, gangway watchmen and all other guards to be for Charterers' account. See also Clause 7

Clause 56. Owners' Agents

Charterers to agree Owners to use Charterers' agent for attending minor matters such as crew mail/changes, cash advance/freshwater supply for crew members/crew medical care etc., for which Owners to pay actual expenses. Such service to be included in regular agency fee with no charge to Owners.

Clause 57 : Disbursement Deductions (See Clause 80)

Clause 58 : Detention of Vessel

Should the vessel be seized or detained by any authority or arrested during the currency of this Charter Party, at the suit of any party having or purporting to have a

**RIDER CLAUSES TO CHARTER PARTY
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claim against any interest in the vessel, hire under this Charter Party shall not be payable in respect of any period during which the vessel is not fully at the Charterers' disposal and use and any expenses shall be for Owners' account, unless such seizure, detention or, arrest is due to the default of Charterers or sub-Charterers or their agents AND OR THEIR SERVANTS

Any delay, expenses and/or fines incurred on account of smuggling to be for Charterers' account if caused by Charterers or by Charterers' servants, and to be for Owners' account if caused by Master, Officers, Crew or Owners' servants.

Clause 59 : War Risk Insurance

Basic war risk insurance premium for worldwide trading to be for Owners account and any additional premiums including current AP for Hull and machinery and P & I and officers/crew for trading to restricted area, also crew war bonus, if any, to be for Charterers' account.

Above additional premium, if any to be paid with next hire payment according to Owners' underwriters' quotation and originals invoices from vessel's underwriters to follow in due course. The order of Owners war risk underwriters always to be followed. Owners war risk underwriters Hellenic Mutual War Risk Association.

Any/all war risk insurance including blocking trapping and crew bonus to be for Charterers account. Otherwise as per clause 31 E.

Insured values which shall not be more than London market. Alter H+M value : USD 14 million plus USD 3 million.

Clause 60 : P & I Club

Owners confirm vessel is fully covered by the American Club.

Clause 61 : Deck Cargo

Charterers have the option to load intended cargo un-containerized on deck / hatch cover at Charterers', Shippers, Receivers risk /time/expenses in accordance with vessels deck/hatch cover strength and vessel's ability at Master's discretion and B/Ls to be clausued "carried on deck at shippers'/charterers'/receivers' risk and expense and responsibility, and Owners/vessel to remain harmless".

See also Clause 13

Clause 62 : Grab Discharge

Owners to confirm that the vessel is suitable for grab discharge.

Owners to allow the use of bulldozers with rubber wheels in loading and discharging subject to vessel's tank top strengths etc. and Master's approval, but any damage to be dealt as per stevedore damage clause.

Clause 63. ITF

No ITF, Owners responsible.

Owners guarantee that with the agreement the Owners have with crew on board, there will be no problem for Charterers trading.

**RIDER CLAUSES TO CHARTER PARTY
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Clause 64. IWL

DELETED.

Clause 65. Lashing/Unlashing

If despite the exercise of due care and diligence by both Owners and Charterers stowaways have gained access to the vessel by any other means due to ports visited all time lost and expenses whatsoever and howsoever incurred including fines, bails etc. will be split equally by Owners and Charterers.

Clause 66.

DELETED

Clause 67. - BIMCO Bulk Carrier Safety Clause

(a) The Charterers shall instruct the Terminal Operators or their representatives to co-operate with the Master in completing the IMO SHIP/SHORE SAFETY CHECKLIST and shall arrange all cargo operations strictly in accordance with the guidelines set out therein.

(b) In addition to the above and notwithstanding any provision in this Charter Party in respect of loading/discharging rates, the Charterers shall instruct the Terminal Operators to load/discharge the Vessel in accordance with the loading/discharging plan, which shall be approved by the Master with due regard to the Vessel's draught, trim, stability, stress or any other factor which may affect the safety of the Vessel.

(c) At any time during cargo operations the Master may, if he deems it necessary for reasons of safety of the Vessel, instruct the Terminal Operators or their representatives to slow down or stop the loading or discharging.

(d) Compliance with the provisions of this Clause shall not affect the counting of laytime.

Clause 68. Holds

Owners confirm that vessel's holds are clear of fittings, car decks, and curtain plates. Plans have been sent to Charterers and approved.

Clause 69. Draft Surveys

For the purpose of conducting a draft survey, the vessel must have on board calibrated scales for vessel's tanks and double bottoms in addition to capacity plan, displacement scale and deadweight scale and any other documents as on board necessary for conducting a draft survey.

Clause 70. Grain Fitted

Vessel is grain fitted in accordance with SOLAS 1974 and vessel's grain and stability booklet. Vessel is approved for grain loading subject to the vessel's stability characteristics.

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Clause 71. Bill of Lading

Owners/Master to authorize in writing Charterers or their agents to sign/release original bills of lading at loadport on their behalf and same bills of lading to be strictly in accordance with mate's receipt.

In case multiple Bs/L will be issued, vessel/Master not to be responsible for the distribution of the cargo to the various receivers. Charterers hereby indemnify Owners for any inconsistency between MRs and B(s)/L signed by authorized party. No liner, no through or combined, no seaway bills to be issued during this C/P. No Hamburg rules to apply.

Owners allow to discharge cargo without presentation of original bills of lading by providing with Letter of Indemnity in accordance with Owners P & I club form and wordings before discharging. Letter of Indemnity to be signed by Charterers and receivers only.

Draft of Letter of Indemnity to be faxed to the Owners for their approval and original to follow by courier.

Clause 72.

Notwithstanding anything else contained in this charter party all costs or expenses arising out of or related to terrorist or security regulations or measures by any country authority or warship including, but not limited to, security guards, launch services, tug escorts, port security fees or taxes and inspections or delays shall be for the account of Charterers.

Clause 73. Laying up
DELETED

Clause 74. Cargo Exclusions

ACIDS, AGGREGATES, ALUMINA, AMMONIUM NITRATE, AMMONIUM SULPHATE, AMMUNITION AND ARMS, ANTHRACITE, ASBESTOS GOODS, ASPHALT, BAUXITE, BITUMEN IN DRUMS, BLACKPOWDER, BLASTING CAPS, MOMBS, BONES, BORAX, BULLION, CALCIUM CARBIDE, CALCINATED OR NEEDLE CALCINED PETCOKE, CALCIUM CARBIDE, CALCIUM HYPOCHLORITE, CAMPING CARAVANS, CANARY SEEDS, CARBIDE, CARBON BLACK IN BULK, CASTOR SEED, CAUSTIC SODA, CEMENT, CLINKER, CHARCOAL IN GUNNY BAGS, CLAY, CONCENTRATES, CONTAINERS, COPRA PELLETS, COPRA, CORROSIVES, COTTON, CREOSOTED GOODS, DAMAGED, DANGEROUS INJURIOUS AND INFLAMMABLE GOODS, DENVO COAL, DETONATOR CAPS, DICHLORPHENOL, DIRECT REDUCED IRON OR PELLETS AND RELATED CARGOS, DYNAMITE, ESPARTO, EXPELLERS, EXPLOSIVES, FERROSILICON, FIBRES, FISH MEAL, FLUORSPAR, FURNACE SLAG, GALVANISED STEEL ONLY CARRIED AT CHARTERERS' RISK, GLASS, GLUTEN FEED PELLETS, GROUNDNUTS, GYPSUM, HBI, HIDES, HEMP, HIDES, HOT AND COLD MOULDED BRIQUETTES, IRON BRIQUETTES, JUTE, LIMESTONE, LIVESTOCK, LOGS, MAHOGANY LOGS, MANIOC PELLETS, MEAT BONE MEALS, MILITARY EQUIPMENT, MINERAL SANDS, MONO AMMONIUM PHOSPHATE, MOTOR BLOCKS, MOTOR SPIRIT, NAPHTHA, NIGERSEED EXPELLERS, NPK, NUCLEAR AND RADIOACTIVE MATERIALS

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OR PRODUCTS OR THEIR WASTE, OLD RAILS, ALL OIL CAKE SEED EXPELLERS, ORGANIC PEROXIDES, PALM KELNERS, PENCIL PITCH, PEPPER, PETCOKE, PETROLEUM COKE, PETROLEUM PRODUCTS, PITCH, POTASSIUM CHLORIDE, PREFABRICATED AND MOBILE BUILDINGS, POND COAL, QUEBRACHO EXTRACT, RAILWAY WAGONS, RAPESEED, RARE METALS AND PRECIOUS OBJECTS, RAW VEGETABLES OR FRUIT, RESIN, RUTILE, SALT, SALTPETRE, SCRAP OF ANY KIND, SILICOMANGANESE, SILICON, SILVER SAND, SODA ASH, SODIUM NITRATE, SODIUM SULPHATE, SPONGE IRON, SULPHUR, SUNFLOWER SEED EXPELLERS, SWAMP, TAR, TOBACCO, TOXIC OR CHEMICAL WASTE, TRAILERS, TURNINGS, TURPENTINE, UREA, WHEAT-FLOUR, WAR MATERIAL OF ANY KIND, WET HIDES, YACHTS, ZINC ASH, GOODS OR SUBSTANCES LISTED IN THE IMO-IMDG CODE.

ALL CARGO ALWAYS TO BE LOADED AND DISCHARGED IN ACCORDANCE WITH LOCAL AND I.M.O. REGULATIONS.

Clause 75. Trading exclusions

- TRADING ALWAYS WITHIN IWL, VIA SAFE PORTS A.A.A.A. EXCLUDING AUSTRALIA, ALGERIA, CUBA, FINLAND, LEBANON, NEW ZEALAND, NORWAY, TURKISH OCCUPIED CYPRUS, TUNISIA, C.I.S. PACIFIC, ISRAEL, IRAN, IRAQ, LIBYA, SWEDEN, SYRIA, SIERRA LEONE, SPAIN, SOMALIA, YEMEN, N.KOREA, BANGLADESH, CALCUTTA, SCAN, SOMALIA, BANGLADESH, COUNTRIES EMBARGOED BY THE U.N., WAR OR WAR LIKE AREAS AS DECLARED BY THE COMMITTEE OF LONDON UNDERWRITERS, VESSEL NOT TO SAIL DIRECTLY BETWEEN P.R.C. AND TAIWAN OR VICE VERSA. CONTINENT PERMITTED EXCL SCANDINAVIA (DENMARK/FINLAND/NORWAY) AND ICELAND. BLACK SEA PERMITTED EXCL GEORGIA.

Clause 76. Off-Hire

If the vessel is off-hire for a consecutive period of 25 days, Charterers have the right to cancel this Charter Party without any further obligations under this contract on the part of Charterers, provided no cargo remaining on board.

Clause 77. Containerized Cargo

DELETED.

Clause 78. Padeyes

Charterers are allowed, always subject to port, safety and class regulations, to weld on stanchion sockets and /or eye bolt and /or rings bolts subject to prior consent of Owners and Master as far as needed to secure cargo and deck cargo at Charterers' expense and in Charterers' time. Sockets/bolts, to be removed at Charterers' expense and in Charterers' time before redelivery if required by Owners.

Clause 79. Reefer Containers

DELETED.

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Clause 80 Charter Hire

First hire and value of estimated consumable bunkers for about 250 – 400 MT IFO /about 40 – 90 MT MGO to be paid within 2 banking days after vessels delivery and Charterers receipt of Owners faxed invoice.

Charter hire USD 36.000/- DIOT to be paid every 15 days in advance. First hire and value of estimated quantity of bunkers to be paid within 2 banking days of vessel's delivery to Owners nominated account.

For the purpose of computing hire payments, the time on delivery/re-delivery to be based on GMT both ends but laydays /cancelling to be basis local time.

Chars are entitled to deduct from last sufficient hire payment mutually agreed estimated Owners expenses. Master together with Charterers agent to make statement of Owners expenses, if any. (This way Owners expenses will be known prior sailing each port).

Owners bank details as follows:

BANK	: BANK OF CYPRUS
BRANCH/BANK ADDRESS	: SHIPPING BRANCH - PIRAEUS
STREET	137 FILONOS
	PIRAEUS 185 36
	GREECE
CIF	: 869325
SWIFT CODE	: BCYPGRAA
IBAN CODE	: GR31 0730 7020 0000 0015 2281 31
ACCOUNT NO.	: 15228131
COUNTRY	: GREECE

BENEFICIARY : INITIUM MARITIME CORP.

CORRESPONDING BANK:

BANK	: JP MORGAN CHASE BANK
SWIFT CODE	: CHASUS 33

Clause 81 Bunkers

Bunker on delivery and redelivery to be as on board. Bunker prices USD 395 pmt for IFO and USD 685 pmt for MGO. Same bunker prices both ends. Any minor differences between actual and estimated consumption to be settled at the agreed prices on redelivery

BUNKERS SPECIFICATIONS AS FOLLOWS :-

CHARTERERS UNDERTAKE THAT THE BUNKERS SUPPLIED TO THE SHIP DURING THE CURRENCY OF THIS CHARTER TO BE MINIMUM QUALITY SPECIFICATION OF IFO/MGO AND TO BE GUARANTEED ACCORDING TO INTERNATIONAL STANDARDS ISO 8217, 1996. FUOIL MAX 180 CST SPECS AS PER ISO 8217 GRADE RME 25 DENSITY MAX 0.9850 AT 15 DEG. CENTIGRADE. MGO ISO STANDARD DMA. ALL BUNKER SUPPLIED TO BE PROVEN STABLE AND HOMOGENOUS NOT TO CONTAIN CHEMICALS, WASTE, USED MARINE AND/OR AUTOMOTIVE LUBRICANTS. IF BUNKERS ARE BELOW SPECS OR CONTAMINATED, ALL

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EXPENSES/TIME AND CONSEQUENTIAL DAMAGES SHALL BE FOR CHARTERERS ACCOUNT AND CHARTERERS TO BE RESPONSIBLE TO RESOLVE SUCH DISPUTES WITH BUNKER SUPPLIER. BUNKERS SURVEY COST AND TIME IF ANY LOST TO BE FOR CHARTERERS ACCOUNT. MINIMUM QNTY OF MGO ALWAYS ROB DURING THIS TC TO BE 50 MTS.

Clause 82

If intended cargo's to be loaded contain high moisture or formation of moisture or is/are wet, due to the change of the geographical places vessel's bilges have to pump out maximum once daily and quantity to be recorded in log book. In spite of daily pumping out of bilges, excess water in the moisture cargo tends to stand on the tank top causing discolouring of the cargo and a/o bags or steel cargoes to become wet in the top, bottom and sides. Owners not responsible for such discolouring or wetting of bags a/o their contents or damages. Owners also not responsible for fresh water moisture contents in the cargo.

Clause 83

Bulk cargo's quantity loaded is ascertained by draft survey which is usually not accurate/correct, the vessel to be responsible in the event of short landed or damaged cargo in excess of 1,50 percent at the discharging port(s) and Charterers or their associates (receivers) hereby agree to accept Owners P&I club LOI is not accepted by receivers then Charterers are responsible for the settlement of any/all cargo's claims and for providing of whatever security is required by receivers in order to allow vessel to sail. Vessel delay if any to count and vessel to remain on hire. Also the vessel not to be responsible for any shortage penalty.

Bags, carton, boxes and other cargo quantity loaded, is ascertained by shipside tally appointed by charterers, and the vessel to be responsible in the event of shortlanded or damaged cargo at the discharging port(s), except for damages caused to the cargo due to over stowage or by stevedores at the discharging port. Above L.O.U procedure also to apply.

During loading Master has the right to reject any unsound/damaged cargo. Vessel delay if any to count and vessel to remain on hire.

Clause 84

Owners confirm that vessels hatch covers are watertight and to remain so during this charter period.

Clause 85

Vessels holds on delivery to be clean swept/washed down by fresh water and dried up so as to receive Charterers cargo in all respects, free of salt, rust scale, all previous cargo residue to the satisfaction of the independent surveyor.

On delivery or arrival first load port, the surveyor may apply silver-nitrate test to check above condition and if vessel fails to pass any hold inspection/test as above, the vessel should be placed off-hire for time lost until the vessel is ready for re-inspection.

Owners warrant that vessels holds are clear of any fittings / superstructures such as cardeck, curtain plates whatsoever.

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Clause 86

Owners guarantee that vessel is not black-listed by any Arab league countries and vessel is not black listed by US/Canadian longshoremen union or by any of the Australian ports and ports in enroute/discharge port.

Clause 87

Owners should be responsible for any direct and proven expenses caused by failing in Asian Gypsy Moth inspection both at Canadian and U.S. parts any direct and proven expenses incurred thereby at loading ports and discharge ports to be for Owners' account.

Clause 88

Owners warrant that the vessel will comply with flag regulations and to conduct their activities in accordance with the International Safety Management code. Owners hereby agree that any direct and proven loss and expense arising from failure to maintain compliance with such regulations and code will be for owner's account and if cargo operations are interrupted

Clause 89

Vessel has all the statutory certificates on board required by this trade and is fitted for calling PG/India and enroute ports. Owners confirm that the vessel is suit for loading / discharging urea in bulk in all respects.

Clause 90

Master should cooperate to load upto full deadweight capacity provided stowage factor of cargo permits and provided there are no restrictions at loading and discharging ports but always subject to vessel's stability and strength calculation.

Clause 91

All negotiation and eventual fixture to be kept private and confidential.

Clause 92

From the date of coming into force of the International Safety Management (ISM) code in relation to the vessel and thereafter during the currency of this Charter Party, the Owners shall procure that the vessel and "the company " (as defined by the ism code) shall comply with the requirements of the ISM code. Upon request the Owners shall provide a copy of the relevant Document of Compliance (DOC) and Safety Management Certificate(SMC) to the Charterers except as otherwise provided in this charter party, loss, damage, expense or delay caused by failure on the part of "the company" to comply with the ISM code shall be for the Owners account.

Clause 93 ISPS Clause for Time Charter Parties

(a)

(i) From the date of coming into force of the International Code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (ISPS Code) in relation to the Vessel and thereafter during the currency of this Charter Party, the Owners shall procure that both the Vessel and "the Company" (as defined by the ISPS Code) shall comply with the requirements of the ISPS Code relating to the Vessel and "the Company". Upon request the Owners shall provide a copy of the relevant International Ship Security Certificate (or the Interim International Ship Security

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Certificate) to the Charterers. The Owners shall provide the Charterers with the full style contact details of the Company Security Officer (CSO).

(ii) Except as otherwise provided in this Charter Party, loss, damage, expense or delay, excluding consequential loss, caused by failure on the part of the Owners or "the Company" to comply with the requirements of the ISPS Code or this Clause shall be for the Owners' account.

(b)

(i) The Charterers shall provide the CSO and the Ship Security Officer (SSO)/Master with their full style contact details and, where sub-letting is permitted under the terms of this Charter Party, shall ensure that the contact details of all sub-Charterers are likewise provided to the CSO and the SSO/Master. Furthermore, the Charterers shall ensure that all sub-charter parties they enter into during the period of this Charter Party contain the following provision:

"The Charterers shall provide the Owners with their full style contact details and, where sub-letting is permitted under the terms of the charter party, shall ensure that the contact details of all sub-Charterers are likewise provided to the Owners".

(ii) Except as otherwise provided in this Charter Party, loss, damage, expense or delay, excluding consequential loss, caused by failure on the part of the Charterers to comply with this Clause shall be for the Charterers' account.

(c)

Notwithstanding anything else contained in this Charter Party all delay, costs or expenses whatsoever arising out of or related to security regulations or measures required by the port facility or any relevant authority in accordance with the ISPS Code including, but not limited to, security guards, launch services, tug escorts, port security fees or taxes and inspections, shall be for the Charterers' account, unless such costs or expenses result solely from the Owners' negligence. All measures required by the Owners to comply with the Ship Security Plan shall be for the Owners' account.

(d)

If either party makes any payment which is for the other party's account according to this Clause, the other party shall indemnify the paying party.

Clause 94. Painting: of holds

Owners are not to paint holds during period of this charter party without Charterers' permission which shall not be unreasonably withheld.

Clause 95. Crew Duties:

Normal crew duties are deemed to comprise of:

1. Supervision of loading and/or discharging.
2. Maintaining power / lights while loading and / or discharging.
3. Shifting ship during loading and/or discharging and shifting berths.

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4. Docking and undocking.
5. Officers and crew to prepare the vessel as much as possible prior to arrival at loading and/or discharging dock or places so as to immediately commence loading reefer/or discharging operation, weather permitting and master's discretion.
6. Bunkering with strict reference to charter party.
7. Opening and closing of hatches.
8. Assisting as necessary in the expedition of Charterers' operation, including ensuring that cargo care and stowage guidelines are followed.
9. Any other customary items which occur during the loading and/or discharging operation to expedite the movement of the ship as required and/or requested by Charterers.

Clause 96. Strikes and boycotts due to Flag / Ownership

In case of loss of time due to boycott, picket at any port or place by the shore and/or port labour and/or linesmen and/or pilot and or and/or tug boats and/or by governmental authorities directly attributable to flag, ownership and/or the terms and conditions on which captain, officers and members of crew were employed then to be off-hired for any time lost thereby and the cost of bunkers consumed during the period to be for Owners account.

Clause 97. Owner's Communication Clause

For communication with the vessel please use "Inmarsat C". In case of material that can not be sent by telex, Charterers are requested to fax their material to the vessel with copy to Owners.

The vessel is connected and reading telexes and not e-mails. In case, Charterers have any difficulties to communicate with vessel, please let Owners know immediately. Owners/Vessel are not responsible for failure to receive any faxes and/or e-mails and will not be held responsible for any consequences deriving from such failure.

After office hours depending on the nature of the issue, please call either our operations manager or technical manager in case of emergency and later confirm in writing what was discussed /agreed during the telephone communication.

Our Contact details are:

Clause 98.

A. OWNERS GUARANTEE THAT MASTER OF VESSEL WILL FOLLOW CHARTERERS' INSTRUCTIONS ALWAYS ACCO TO C/P FOR SMOOTH PERFORMANCE OF THE VOYAGES

B. OWNERS SHALL PROVIDE COPY OF CERTIFICATES AND INFORMATION AS AND WHEN REQUIRED BY THE CHARTERERS

C. OWNERS GUARANTEE THAT VESSEL GEARS SUITABLE FOR DISCHARGE FROM ALL HOLDS OF THE VESSEL.

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D.. VESSEL SHOULD COMPLY WITH LOAD/DISCHARGE INTERNATIONAL PORTS RULES /REGULATIONS / LIMITATIONS

E. OWNERS GUARANTEE THAT VSL'S MAIN HOLDS ARE AS PER PLANS ALREADY IN CHRTS HANDS.

F.. OWNERS GUARANTEE THAT VSL DOES NOT HAVE A CENTERLINE BULKHEAD / BEAM OR ANY OTHER OBSTRUCTION AS PER PLANS ALREADY IN CHRTS HANDS.

G.. ALL CRANES CAN OPERATE SIMULTANEOUSLY AND WILL BE MAINTAINED IN GOOD WORKING ORDER THROUGH OUT THE DURATION OF THIS CHARTER.

H.. OWNERS WARRANT THAT VESSEL IS CLASSED HIGHEST LLOYDS OR EQUIVALENT AND FULLY P&I COVERED AND WILL BE SO MAINTAINED DURING THIS CHARTER PERIOD.

I.. OWNERS GUARANTEE THAT VESSEL'S FLAG AND OWNERSHIP WILL NOT BE CHANGED DURING THIS CHARTER PERIOD.

J.. OWNERS WARRANT THAT ALL CERTIFICATES, INCLUDING NATIONAL AND INTERNATIONAL AND SAUDI ARABIA CARGO GEAR CERTIFICATE ARE VALID AND REMAIN VALID FOR THE DURATION OF THIS CHARTER PERIOD.

Clause 99

BIMCO Standard War Risks Clause for Time Charterers, 1993

Code Name: "CONWARTIME 1993"

(1) For the purpose of this Clause, the words:-

- (a) "Owners" shall include the shipowners, bareboat Charterers, disponent Owners, Managers or other operators who are charged with the management of the vessel, and the Master; and
- (b) "War Risks" shall include any war (whether actual or threatened), act of war, civil war, hostilities, revolution, rebellion, civil commotion, warlike operations, the laying of mines (whether actual or reported), acts of piracy, acts of terrorists, acts of hostility or malicious damage, blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever), by any person, body, terrorist or political group, or the Government of any state whatsoever, which in the reasonable judgement of the Master and/or the Owners, may be dangerous or are likely to be or to become dangerous to the vessel, her cargo, crew or other persons on board the vessel.

- (2) The Vessel, unless the written consent of the Owners be first obtained, shall not be ordered to or required to continue to or through, any port, place, area or zone (whether of land or sea), or any waterway or canal, where it appears that the vessel,

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her cargo, crew or other persons on board the vessel, in the reasonable judgement of the Master and/or the Owners, may be, or are likely to be, exposed to War Risks. Should the vessel be within any such place as aforesaid, which only becomes dangerous, or is likely to be or to become dangerous after her entry into it, she shall be at liberty to leave it.

- (3) The vessel shall not be required to load contraband cargo, or to pass through any blockade, whether such blockade be imposed on all vessels, or is imposed selectively in any way whatsoever against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever, or to proceed to an area where she shall be subject, or is likely to be subject to a belligerents right of search and/or confiscation.
- (4) (a) The Owners may effect war risks insurance in respect of the Hull and Machinery of the vessel and their other interests (including, but not limited to, loss of earnings and detention, the crew and their Protection and Indemnity Risks), and the premiums and/or calls therefore shall be for their account.
- (b) If the Underwriters of such insurance should require payment of premiums and/or calls because, pursuant to the Charterers' orders, the vessel is within, or is due to enter and remain within, any area or areas which are specified by such Underwriters as being subject to additional premiums because of War Risks, then such premiums and/or calls shall be reimbursed by the Charterers to the Owners at the same time as the next payment of hire is due.
- (5) If the Owners become liable under the terms of employment to pay to the crew any bonus or additional wages in respect of sailing into an area which is dangerous in the manner defined by the said terms, then such bonus or additional wages shall be reimbursed to the Owners by the Charterers at the same time as the next payment of hire is due.
- (6) The vessel shall have liberty:
 - (a) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery, or in any other way whatsoever, which are given by the Government of the Nation under whose flag the vessel sails, or other Government to whose laws the Owners are subject, or any other Government, body or group whatsoever acting with the power to compel compliance with their orders or directions.
 - (b) to comply with the order, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of the war risks insurance,
 - © to comply with the terms of any resolution of the Security Council of the United Nations, any directives of the European Community, the effective orders of any other Supernational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the owners are subject, and to obey the orders and directions of those who are charged with their enforcement;

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- (d) to divert and discharge at any other port any cargo or part thereof which may render the vessel liable to confiscation as a contraband carrier;
- (e) to divert and call at any other port to change the crew or any part thereof or other persons on board the vessel when there is reason to believe that they may be subject to internment, imprisonment or other sanctions.
- (7) If in accordance with their rights under the foregoing provisions of this clause, the Owners shall refuse to proceed to the loading or discharging ports, or any one or more of them, they shall immediately inform the Charterers. No cargo shall be discharged at any alternative port without first giving the Charterers notice of Owners' intention to do so and requesting them to nominate a safe port for such discharge. Failing such nomination by the Charterers within 48 hours of the receipt of such notice and request, the Owners may discharge the cargo at any safe port of their own choice.
- (8) If in compliance with any of the provisions of sub-Clauses (2) to (7) of this Clause anything is done or not done, such shall not be deemed a deviation, but shall be considered as due fulfilment of this Charter-party.

Clause 100. BIMCO STANDARD ISM CLAUSE FOR VOYAGE AND TIME CHARTERPARTIES

From the date of coming into force of the International Safety Management (ISM) Code in relation to the Vessel and thereafter during the currency of this Charterparty, the Owners shall procure that both the Vessel and "the Company" (as defined by the ISM Code) shall comply with the requirements of the ISM Code. Upon request the Owners shall provide a copy of the relevant Document of Compliance (DOC) and Safety Management Certificate (SMC) to the Charterers.

Except as otherwise provided in this Charterparty, loss, damage, expense or delay caused by failure on the part of the Owners or "the Company" to comply with the ISM Code shall be for the Owners' account."

Clause 101. English Law, London Arbitration

(a) This Contract shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Contract shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.

The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.

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The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.

Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.

In cases where neither the claim nor any counterclaim exceeds the sum of USD 50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.

(b) Notwithstanding the above, the parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this Contract.

In the case of a dispute in respect of which arbitration has been commenced under the above, the following shall apply:-

(i) Either party may at any time and from time to time elect to refer the dispute or part of the dispute to mediation by service on the other party of a written notice (the "Mediation Notice") calling on the other party to agree to mediation.

(ii) The other party shall thereupon within 14 calendar days of receipt of the Mediation Notice confirm that they agree to mediation, in which case the parties shall thereafter agree a mediator within a further 14 calendar days, failing which on the application of either party a mediator will be appointed promptly by the Arbitration Tribunal ("the Tribunal") or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the parties may agree or, in the event of disagreement, as may be set by the mediator.

(iii) If the other party does not agree to mediate, that fact may be brought to the attention of the Tribunal and may be taken into account by the Tribunal when allocating the costs of the arbitration as between the parties.

(iv) The mediation shall not affect the right of either party to seek such relief or take such steps as it considers necessary to protect its interest.

(v) Either party may advise the Tribunal that they have agreed to mediation. The arbitration procedure shall continue during the conduct of the mediation but the Tribunal may take the mediation timetable into account when setting the timetable for steps in the arbitration.

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(vi) Unless otherwise agreed or specified in the mediation terms, each party shall bear its own costs incurred in the mediation and the parties shall share equally the mediator's costs and expenses.

(vii) The mediation process shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law and procedure governing the arbitration.

Clause 102

WEATHER ROUTING CLAUSE :

Charterers have the option to appoint their own routing agent of their choice for each voyage subject advising Master. Charterers have however the right of supplying ocean routes advise to Master during voyage(s). The Master shall comply with the reporting procedures of the routing services subject to his approval.

Clause 103

The Owners undertake that the vessel and her equipment shall conform with regulations in all ports visited by the vessel, and that the vessel is at all times in possession of valid INTERNATIONAL certificates to comply with such regulations. In the event of non-compliance therewith, Vessel to be off-hire for the time lost thereby. Vessel conforms with international regulations at the time of fixing and, if any new international regulations come in to effect Owners to be given reasonable time to comply. Nevertheless, Charterers' service shall not be interfered. If interfered, Vessel to be off-hire for the time lost thereby.

Throughout the period of the Charter, Vessel to be in possession of all necessary valid equipment and INTERNATIONAL certificates to comply with Safety and Health Regulations, National and International Regulations, and all current requirements at all ports of call, Suez/Panama Canal included.

Clause 104

All taxes on cargo or voyage freight to be for Charterers' account except income taxes and taxes on time charter hire levied in the country of the vessel and/or Owners' domicile. All dues, duties, charges and/or taxes on crew and/or stores to be for Owners' account.

Clause 105 . Deleted

Clause 106

Owners guarantee that the vessel is not black-listed by any Arab league countries and vessel is not black listed by US/Canadian longshoremen union or by any of the Australian ports and ports in enroute disport.

Clause 107

Vessel has not relation to ex-Yugoslavia in vessel's flag/ownership/crew etc.

Clause 108

Owners CONFIRM that vessel is free from Asian Gypsy Moth on delivery to Charterers.

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Clause 109

All negotiation and eventual fixture to be kept private and confidential.

Clause 110 Use of Grabs Clause

Ship's grabs to be at Charterer's disposal but Charterer's to provide qualified/competent shore cranes to drive cranes/grabs at Charterer's time/risk/expenses and without any responsibility to the Owners. Charterer's may have the option to use vessel's grabs for one loading and/or one discharging operation, against payment of USD\$ 10000 Lumpsum for each operation payable together with hire payment

Grab capacity to be adjusted as per cargo stowage factor and SWL of crane under grab operation. Master to have the right to stop loading/discharging in case cranes SWL is exceeded and vessel always to remain on hire.

Charterers to be responsible for any damage to the grabs and substitution of non-working grabs. Vessel not to be off hire or held responsible in any way.

Clause 111

The Owners warrant that the vessel is entered with a P&I Club of the International Group throughout the whole charter period. The Charterers have the benefit of the Owner's P & I Association as far as the rules permit.

Clause 112

Should the vessel be placed off-hire during the currency of this charter for any reason whatsoever, the Charterers have the option of adding all or any part of such off-hire period to the original charter period.

Clause 113

The Charterers shall have the right, where and when it is customary and safe for vessels of similar size and type to do so, to order the Vessel to go, lie or remain, alongside another vessel or vessels of any size or description whatsoever or to order such vessels to come and remain alongside at such safe dock, wharf, anchorage or other safe place for transshipment, loading or discharging of cargo and /or bunkering.

If at any time during such operation the Master of the vessel considers it unsafe for other vessel and/or his own vessel, he may order such craft away from the vessel and they must adhere to his instructions in order to avoid prejudicing the safety of the vessel. Removal of his own vessel will always remain at the sole discretion of the Master but he will at all times give full co-operation to Charterers and/or their Agents to expedite operation. Charterers are at the same time taking all steps to supply sufficient fenders as requested by Master for such operations.

The Owners shall be entitled to insure any deductible under the vessel's hull policy, and the Charterers shall reimburse the Owners for any additional premiums(s) required by the vessel's Underwriters and/or cost of insuring any deductible under the vessel's hull policy. Above additional premium to be paid with next Hire payment according to Owners underwriters quotation

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The Charterers shall further indemnify and hold harmless the Owners for any cost, damage and liabilities resulting from such operation. The vessel shall remain on hire for any time lost including periods for repairs as a result of such operation.

Clause 114

Boatages ordered by shipmaster for Owners matters to be for Owners account. Boatages ordered for Charterers and or their agents matters to be for Charterers account.

Clause 115

Should the vessel be arrested and/or seized during the currency of this charter party at the suit of any person having or purporting to have a claim against, or any interest in the vessel due only to act, omission or other default of the Owners, hire under this charter party shall not be payable in respect of any period whilst the vessel remains under arrest only if such arrests affects loading/discharging operations and the Owners shall reimburse to the Charterers any direct, proven and duly supported by vouchers expenditure which they may incur under this charter party in respect of any period during which by virtue of the operation of this clause no hire is payable unless such arrest is caused by actions of Charterers and/or their sub Charterers and/or their agents. AND SERVANTS

Clause 116

Should the vessel be seized and/or detained and/or geographically constrained in relation to her Owner's substance by any government or body (whether legally constituted or not) or by any persons acting out of a malicious, belligerent or political motive or as a result of any action by any such government body or persons, the vessel shall be off hire for all time thereby lost and fuel oil/diesel oil consumed and all port charges whilst off hire for Owners account, provided the detention is due to act, omission or default of Owners, if however the vessel be seized and/or detained and/or geographically constrained due to Charterers and or sub Charterers and/or their servants legal or illegal actions, trade and service in which case vessel to be on hire and all expenses arising there from to be for Charterers account.

Clause 117

It is understood that when required Charterers are permitted to load/discharge the vessel by using other vessels or crafts to load/discharge part or full cargo at anchorage or at berth where vessels of similar size customarily accomplish safely such operations. If at any time during the loading/discharging operation the Master of the vessel considers it unsafe for the other vessel or craft and/or his own vessel, he may order such craft away from the vessel and they must adhere to his instructions in order to avoid prejudicing the safety of the vessel. Removal of his own vessel will always remain at the sole discretion of the Master but he will at all times give full co-operation to Charterers and/or their Agents to expedite loading/discharge. Charterers are at the same time taking all steps to supply sufficient fenders as requested by Master for such loading/discharging operations.

The Owners shall be entitled to insure any deductible under the vessel's hull policy, and the charterers shall reimburse the Owners for any additional premiums(s) required by the

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vessel's Underwriters and/or cost of insuring any deductible under the vessel's hull policy.

The Charterers shall further hold harmless the Owners for any cost, damage and liabilities resulting from such operation. The vessel shall remain on hire for any time lost including periods for repairs as a result of such operation.

Clause 118. Pre-shipment Survey for steel/bagged Products/Cargoes

Charterers inform Owners in advance if loading steel/bagged cargoes/products so that Owners can make arrangement to appoint survey through their P and I Club to conduct a pre-loading condition survey on cargo in order to advice Master on matters concerning Mate's receipt and Bill(s) of Lading. The cost of such survey to be equally shared between Owners and charterers. Same to apply for discharging surveys for above cargoes.

Clause 119

Should any damage be caused to the vessel or her fittings by the stevedores, the Master shall TRY TO notify same in writing to the responsible Stevedores with copy to the Charters and their agents at time of occurrence of the damage but latest within 24 (twenty four) hours of occurrence EXCEPT FOR HIDDEN DAMAGE WHICH TO BE REPORTED LATEST ON REDELIVERY. The Master shall use his best efforts to have the damage repaired or made good by the Stevedores without delay and endeavor to obtain from the Stevedores a written acknowledgement specifying the extent of the damage, unless the damage has been repaired or made good in the meantime.

If the Stevedores refuse to repair and settle or acknowledge the damage as aforesaid the Master shall immediately request Stevedores to attend a Joint Survey of the damage and advise Charterers and their Agents accordingly about the result of the survey. If Stevedores refuse to attend the survey then CHARTERERS to arrange the survey for Charterers' account by an independent Surveyor.

Charterers to be responsible for damage (wear and tear excepted) caused by negligence of Stevedores only if not repaired or made good by Stevedores and provided Master has complied with instructions as aforesaid EXCEPT FOR HIDDEN DAMAGE

In case of any and all damage(s) affecting the Vessel's seaworthiness and/or the safety of the crew and/or affecting the trading capabilities of the vessel, the Charterers shall immediately arrange for repairs of damage(s) caused by stevedores or their servants as per above at their expense and the vessel is to remain on hire until such repairs are completed and if required by Owners passed by the vessel's classification society at charterers expense.

The Charterers have the option of redelivering the vessel without repairing Stevedores damage not affecting seaworthiness and/or the safety of the crew and/or VSL'S trading capabilities .

The Owners agree that damage not affecting seaworthiness or efficiency and/or the safety of the crew and/or VSL'S trading capabilities may remain for occasional repair when the ship is to be docked for Owners account, so that Charterers to pay the actual cost of repair IMMEDIATELY AGAINST PRESENTATION OF REPAIRERS INVOICE for

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Stevedores damage but not for the time used EXCEPT AND INSOFAR AS THE TIME AND/OR THE EXPENCES AND TIME REQUIRED FOR THE REPAIRS FOR WHICH THE CHRTS ARE RESPONSIBLE DO NOT EXCEED THE TIME AND OR EXPENCES NECESSARY TO CARRY OWNERS WORK.
